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EXHIBIT B

May 16, 2000

CERTIFIED MAIL #7099 3400 0008 3735 0644

Sports Plus Raleigh, Inc.
538 Broadhollow Road
Melville, New York 11747

CERTIFIED MAIL #7099 3400 0008 3735 0651

Pamela S. Charles, Esquire
General Counsel
Family Golf Centers, Inc.
538 Broadhollow Road
Melville, New York 11747

CERTIFIED MAIL #7099 3400 0008 3735 0675

Ms. Billie J. Prue
Vice President
The Chase Manhattan Bank
380 Madison Avenue
9th Floor
New York City, New York 10017

CERTIFIED MAIL #7099 3400 0008 3735 0668

Managing Clerk
Morgan, Lewis & Bockius, LLP
101 Park Avenue
New York City, New York 10178

Re: Raleigh IcePlex: Ground Lease Agreement (the "Ground Lease") dated February 19, 1998 by and between Parker-Raleigh Development XXIV, Limited Partnership ("Landlord") and Sports Plus Raleigh, Inc. ("Tenant")

Dear Ladies and Gentlemen:

Landlord has received information indicating that Tenant and its parent company, Family Golf Centers, Inc., have filed voluntary petitions with the U.S. Bankruptcy Court for the Southern District of New York to reorganize under Chapter 11 of the U.S. Bankruptcy Code. We have not yet received formal notice of the bankruptcy.

This letter is to notify you that filing a petition in bankruptcy constitutes an Event of Default under Section 13(d) of the Ground Lease. If Tenant and/or its mortgagee fails to cure the default, Landlord will seek to exercise its rights and remedies under the Ground Lease within the parameters of the bankruptcy proceedings.

Additionally, the Rent for May has not been received. A late payment notice was sent to the Tenant on May 11, 2000. Failure to pay the Rent within fifteen (15) days of the notice (May 26) is also Event of Default under Section 13(a) of the Ground Lease.

Notwithstanding the foregoing, we are interested in purchasing the Raleigh IcePlex. As you may be aware, we have been communicating with Bill Reitzig at Family Golf regarding a possible purchase of the facility. We executed a Confidentiality Agreement and Mr. Reitzig has been kind enough to provide us with some of the financial information on the operations.

Sports Plus Raleigh, Inc.
Pamela S. Charles, Esquire
Ms. Billie J. Prue
Managing Clerk, Morgan, Lewis & Bockius, LLP
May 16, 2000
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Based on our review of the financial information and our knowledge of the industry in this market, we do not believe that an ice skating rink is the highest and best use of the property, despite the fact that the facility is state of the art. Accordingly, we are willing to purchase the Raleigh IcePlex on the following terms:

Cash payment of \$700,000 for the building and building systems only. This would exclude all furniture, fixtures and equipment. We estimate that there is approximately \$2,000,000 in equipment and fixtures which the Tenant could remove and sell.

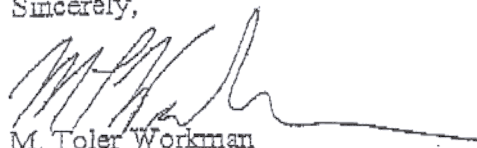
- If the Tenant desires, we will assume responsibility for the removal of the refrigeration systems. Removal of these systems would be costly to the Tenant.

We will terminate the Ground Lease, which would relieve Tenant's ongoing rental obligations. For your reference I have attached the Base Rental Schedule from the Lease so that you may evaluate the savings associated with termination of the Ground Lease.

We anticipate that the sale will have to be approved by bankruptcy court. If so, please let us know with whom we should be corresponding regarding our offer. I look forward to hearing from you.

With best regards, I am

Sincerely,



M. Toler Workman
General Counsel

Enclosure

cc: Mr. William R. Reitzig
Mr. David L. Brady
Mr. Bernard J. Reeder

said Land. Notwithstanding anything herein to the contrary, Landlord retains the right of access to and over, including, but not limited to ingress and egress, the driveways into the Demised Premises from Raleigh Boulevard and from Brentwood Road, as more particularly shown on Exhibit A. Tenant agrees to promptly execute all documents required by the City of Raleigh or any other governmental agency necessary for the recordation of Landlord's right of access.

2. Term of Lease. The term of this Lease (the "Term") shall begin as of 12:00 midnight, February 19, 1998, (the "Commencement Date") and shall end at 12:00 midnight, December 9, 2047 (the "Expiration Date") unless sooner terminated in accordance with the terms hereof.

3. Rental. Tenant shall pay to Landlord for the use and occupancy of the Land during the Term of this Lease an annual rental (the "Base Rental") as follows:

Year 1	\$35,000.00	Year 26	\$73,282.23
Year 2	\$36,050.00	Year 27	\$75,480.69
Year 3	\$37,131.50	Year 28	\$77,745.12
Year 4	\$38,245.45	Year 29	\$80,077.47
Year 5	\$39,392.81	Year 30	\$82,479.79
Year 6	\$40,574.59	Year 31	\$84,954.19
Year 7	\$41,791.83	Year 32	\$87,502.81
Year 8	\$43,045.59	Year 33	\$90,127.90
Year 9	\$44,336.95	Year 34	\$92,831.73
Year 10	\$45,667.06	Year 35	\$95,616.69
Year 11	\$47,037.07	Year 36	\$98,485.19
Year 12	\$48,448.19	Year 37	\$101,439.74
Year 13	\$49,901.63	Year 38	\$104,482.93
Year 14	\$51,398.68	Year 39	\$107,617.42
Year 15	\$52,940.64	Year 40	\$110,845.94
Year 16	\$54,528.86	Year 41	\$114,171.32
Year 17	\$56,164.73	Year 42	\$117,596.46
Year 18	\$57,849.67	Year 43	\$121,124.36

Year	19	\$59,585.16
Year	20	\$61,372.71
Year	21	\$63,213.89
Year	22	\$65,110.31
Year	23	\$67,063.62
Year	24	\$69,075.53
Year	25	\$71,147.79

Year	44	\$124,758.09
Year	45	\$128,500.83
Year	46	\$132,355.85
Year	47	\$136,326.53
Year	48	\$140,416.33
Year	49	\$144,628.82
Year	50	\$148,967.68

For each Lease Year (as defined below) commencing with the Commencement Date said Base Rental shall be paid in twelve (12) equal monthly installments in advance on or before the first day of each calendar month. The monthly Base Rental payments shall be prorated during the first and last months if such months are less than a full calendar month.

All rental payments provided for herein shall be payable to Landlord, at the address hereafter set forth, until written notice to the contrary is received by Tenant.

Landlord and Tenant have entered into an Escrow Agreement, dated the date hereof, and incorporated herein by reference, by and between themselves, pertaining to the Original Lease.

In the event that, pursuant to the terms and provisions of the Escrow Agreement, Tenant shall succeed to Landlord as the direct lessee under the Original Lease, Tenant shall be permitted, as of the date it becomes the direct lessee, to abate the Base Rental per annum by the greater of (a) \$4,000, or (b) the rent then due under the Original Lease (the "Base Rental Abatement"). Such Base Rental Abatement shall be applied quarterly. In this event, the balance of the Base Rental due hereunder after deduction of the Base Rental Abatement shall continue to be paid by Tenant to Landlord in accordance with this Agreement. Tenant shall provide to Landlord evidence of payment of the rent due under the Original Lease within thirty (30) days of such payment. Any